

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

In re:)	
)	
YONOSS, INC. dba FASHION TIME,)	Case #09-10104-SSM
)	(Chapter 11)
Debtor-In-Possession.)	
_____)	

**DEBTOR’S MOTION TO APPROVE ASSUMPTION OF UNEXPIRED LEASE
OF NONRESIDENTIAL PREMISES, AS MODIFIED,
WITH PS BUSINESS PARKS L.P.**

The Debtor and Debtor-In-Possession Yonoss, Inc. dba Fashion Time (the “Debtor”), by counsel, hereby moves this Court, under 11 U.S.C. § 365(a) and F.R.Bankr.P. 6006, for the entry of an Order approving its assumption of the unexpired lease, for which the Debtor has recently negotiated a modification of terms, of its nonresidential premises referenced herein, and in support of this Motion, the Debtor submits the following:

1. The Debtor commenced this case by filing a voluntary petition under chapter 11 of the Bankruptcy Code on January 7, 2009, and it continues to operate its business as a Debtor-In-Possession.

2. The Debtor occupied non-residential real estate consisting of approximately 5,237 square feet described as Suite Nos. 2877 and 2881 on the first floor of the building commonly known as Building “A” and Suite No. 2955 on the first floor of the building commonly known as Building “B” in the project commonly referred to as PS Business Center, 2881 PS Business Center Dr., Woodbridge, VA 22192 (the “Premises”), pursuant to a Lease dated November 8,

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2000, as modified by instruments dated May 9, 2003, October 21, 2005, and December 4, 2007, by and between the Debtor and PS Business Parks L.P. (the "Landlord") expiring November 30, 2009 (the "Lease"), at a gross rental rate of \$5,729.

3. Subject to the Court's approval as sought in this motion, the Debtor has recently reached an agreement with the Landlord to a Reduction Amendment in the form attached hereto as exhibit 1, with an effective date of March 13, 2009 (the "Modified Lease"). Under the Modified Lease, the Debtor has surrendered to the Landlord the office space portion of the Premises containing approximately 3,021 square feet comprising Suites No. 2877 and 2881 and will retain the warehouse portion of the Premises containing approximately 2,216 square feet comprising Suite No. 2955, and the Debtor's rent and related CAM charges will be reduced to \$1,355.02 per month for a term expiring November 30, 2009, subject to the Landlord's right to terminate the lease on 30 days' written notice to the Debtor. Additionally, the Debtor's prepetition arrearages owed to the Landlord, which are listed in the Debtor's bankruptcy schedules as being \$11,000, would be reduced to \$7,000.

4. In exercise of its business judgment, the Debtor has determined that the Modified Lease is beneficial to the estate in that it will further the success of the Debtor's reorganization, and has determined to assume the Lease as modified in the Modified Lease.

WHEREFORE, the Debtor requests that this Court approve its modification of the Lease, approve the Debtor's assumption of the Lease as modified, and grant such other and further relief as it deems just and appropriate.

YONOSS, INC. dba FASHION TIME
By counsel

/s/Steven B. Ramsdell
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CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Motion was mailed first-class, postage prepaid, on this 21st day of April, 2009, to the Landlord and other creditors and parties in interest set forth on the list attached to the original of the accompanying Notice that has been filed with the Court.

/s/Steven B. Ramsdell
Steven B. Ramsdell